

City of Albemarle

Public Utilities Department Customer Service Policy



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I. RIGHTS AND RESPONSIBILITIES

A. AUTHORITY

1. The enactments of these policies were approved by City Council. As fee schedules, rates and other specific policies are updated, it will be the responsibility of the City Manager and Director of Public Utilities to make sure the policy manual is revised.
2. The Director of Public Utilities responsibilities include metering, operation and control of municipal utility lines and utility property. He sets the standards of quality for construction and maintenance of the utility system and plans for utility system improvements.
3. The Customer Service Coordinator is authorized as the hearing or grievance officer for customers. He is authorized to hear concerns and complaints, settle disagreements, and reconnect any customer disconnected for non-payment while the concern is investigated, if he deems necessary.
4. All grievances must be heard and addressed by the hearing officer prior to an item appearing before the City Council.

B. SCOPE

1. This policy is not meant to be all-inclusive but offers direction and guidance for the City Manager and employees of the City.
2. This policy has been adopted by the City Council for all customers of the City.
3. The intent of this policy is to provide the customer, the utility and building trades, and the employees of the City a helpful guide with uniform procedures for providing utility service. The City desires to treat its citizens in a fair and indiscriminate manner while recognizing that each customer has distinct needs and requirements.



4. Employees of the City have been empowered and well-trained to use this policy to deliver high quality service to customers. Employees are expected to deal with each decision with empathy and understanding, listening carefully to the needs and requirements of individual customers. Ultimately, the City Manager accepts the responsibility as the final authority on this policy. However, every customer has the right to appeal that decision before the City Council.
5. This policy is not meant as a substitute for personal initiative on the part of employees. It will serve as a guide for reasonable response to customer needs while meeting the requirements of good business practice on the part of the City.

C. DEFINITIONS USED IN THIS POLICY

1. **EMPLOYEES** - The employees of the City of Albemarle, charged with the responsibility of delivering services to the citizens and customers while ensuring good business practices and considering the needs and wants of customers.
2. **CITY** - The City of Albemarle governing body and its employees.
3. **CITY COUNCIL** - Those officials elected to represent the citizens of the City of Albemarle.
4. **UTILITY** - The City of Albemarle Public Utilities Department.

D. APPLICATION OF THIS POLICY

1. This policy applies to every customer or applicant for utility service. Copies of this policy are available at the City's offices.
2. This policy may be revised, amended, supplemented or otherwise changed from time to time by action of the City Council. Customers are encouraged to seek answers to any questions by calling the Customer Service Office.
3. As detailed in ordinances, the City intends to adhere to all rules and regulations of the American National Standards Institute (ANSI); the American Water Works Association (AWWA); the Water Environment Federation (WEF); the North Carolina Department of Environment, and Natural Resources (NCDENR);



and the Institute of Electrical and Electronic Engineers (IEEE), entitled the "National Electrical Safety Code (NESC)" as amended. Further, all operations are prefaced upon safety for the public and employees alike. Safety guidelines are detailed in the American Public Power Association (APPA) safety manual as amended.

4. The City is not responsible for any damage caused by turning on or off City utility services.

E. CONFLICT

1. Provisions of a special contract or tariff between the City and a customer will take precedence over these policies.

F. PART OF ALL CONTRACTS

1. These policies are part of all oral and written contracts for providing and receiving utility service from the City.

G. NO PREJUDICE OF RIGHTS

1. Although the City and its customers may not always exercise the rights specified in these policies or available to them by law, that does not prevent the City or the customer from exercising those rights at a later time.

H. UNIQUE RIGHTS AND RESPONSIBILITIES

1. The customer and the City have unique rights and responsibilities toward utility service. The responsibilities, detailed fully throughout this publication, are summarized here:

2. **CUSTOMER RESPONSIBILITY**

- a) To establish credit in one of these ways:

- (1) Proof of 12-months of good payment history with another electric utility
 - (2) Pay a cash deposit
 - (3) Cosigner



- b) Allow City Utilities personnel access to property to set up and maintain service.
- c) Pay bills by the Due Date shown on each monthly bill.
- d) Notify the Utility of another person a customer would like to receive any notice of service interruption for non-payment of bills.
- e) Notify the Utility if there is someone in the household who is either chronically or seriously ill, handicapped or on a life support system.
- f) Notify the Utility questions or complaints about service.
- g) Be aware of City-owned property at the customer's home/business and safeguard it.
- h) Install, maintain and repair wiring and plumbing in the home/business.
- i) The City provides utility service for the sole use and convenience of the premises under contract. The customer will ensure that utility service is not given or resold to a neighbor or tenant. Violation of this policy will be cause for immediate disconnection of service.
- j) The customer must notify the City that he is interested in an incentive rate, if the City offers one. And he must notify the City when electric use changes may make him eligible for a change in rate.
- k) The customer shall be responsible for complete disconnection from other water systems (wells) prior to connection to the City water system.
- l) Customer is responsible for the equipment outside the home from the weather –head below the meter base except for the glass electric meter.
- m) The City of Albemarle does not supply electric meter bases for residential use.



3. **CUSTOMER RIGHTS**

- a) A customer has a right to request for the deposit to be refunded if he establishes credit by other means, pays bills promptly for one year, or discontinues service from the City.
- b) If the customer is notified of an impending disconnection for non-payment, he has a right to request payment extension designed to pay the account in full according to an agreement with the City's customer service representative.
- c) The customer has a right to request, free of charge, historic billing and usage information. If a Utility employee cannot find any reason for usage changes, the customer may request one free meter test per year. The customer has a right to request a review of any complaint according to the grievance procedure.

4. **CITY RESPONSIBILITY**

- a) To refund the customer's deposit if conditions are met.
- b) To give written notice at least 5-working days before service is interrupted for failure to pay.
- c) The notice will explain the reason for disconnection, the date when service will be disconnected and explain how the customer can avoid service interruption. The notice will respect a customer's right to privacy, regarding publication of debt.
- d) To avoid disconnection for non-payment during extreme weather conditions.
- e) To avoid disconnection for non-payment after 4 p.m. on a Friday, on a weekend, or on a holiday.
- f) To provide and explain rate schedules, how meters are read, and other additional, reasonable information.
- g) To respond to questions or complaints from customers. We may not agree with the complaint, but we pledge prompt, courteous and honest answers.



- h) To provide energy usage and conservation information.

5. CITY'S RIGHTS

- a) To access the City's utility facilities.
- b) To receive notice of changes in address, status of utility service, or problems with utility service.
- c) To receive timely payment for services delivered to a home/business.
- d) The appropriate department of the City is allowed to take action in court regarding equipment tampering or financial delinquencies.

II. ESTABLISHING SERVICE

A. OFFICE AND SERVICE HOURS

- 1. The City's Utility Department is located in City Hall. The City Hall is open from 8:00 a.m. to 5 p.m., Monday through Friday. The Drive-In Window is open from 8:30 a.m. to 5 p.m. each business day (Monday through Friday). Payment at Drive-In Window is only accepted with bill Stub.
- 2. Emergency restoration work is performed 24-hours a day, seven days a week. Please call us at (704) 984-9605 during normal business hours and (704) 984-9679 after hours for Emergency Service.

B. REQUEST FOR SERVICE

- 1. **Original Application of Service:** Any customer requesting services will complete an application and agreement for services. The customer will show: A valid picture identification, SSN or Federal Tax I.D. Number. If no valid picture identification, SSN or Federal Tax I.D. number, the Customer must pay the maximum deposit.
 - a) The City recognizes a joint application for utility service, which allows credit to be established for both husband and wife. A separate application will be requested if more than one connection is requested.



2. **Accounting Information Changes:** Any changes of account information, mailing address, account name, etc. should be made in writing by the account-holder to prevent mistakes..
3. **Commercial and Industrial Accounts:** Accounts established for non-residential services will require a Federal Tax ID Number, and a signature by an officer of the corporation listed in the Articles. For a non-incorporated business, the account will be listed in the name of a responsible person (owner, manager, etc.). That person accepts the personal responsibility for payment of the account.
4. **Time of Application:** The municipality will strive to meet customer's needs for connection of service. Normal connection will be made the same day as the request (with the exception of new services), if the request is received prior to 4:30 p.m. on normal Business Days.
5. **Place of Application:** Customers may request utility service at the City Hall, by telephone or at other locations that may be designated by the City Council for customer convenience.
6. **Service Requests for All Utilities:** Any request for utility service, or a request to add another service connection by a customer will be handled as a request for all services applicable to the location. Applications and fees are shown in the accompanying Fee Schedule.
7. **Out-of-Town Connection Requests:** If a customer wants to obtain service prior to arrival in the City, the City may provide service and mail or fax a written contract to the customer. Mailed / faxed information should include acknowledgment of the establishment of service and an application for the customer to sign. The customer should also be notified of any required deposit and fees and should pay those fees within ten days or the service will be disconnected and the account closed.
8. **Temporary Cut-On at Permanent Dwellings:** The City may request an additional fee (see Fee Schedule) be paid for the expense of cutting on and off utilities maintained for less than 30-days at a permanent premise.
9. **Service Requests for New Construction:** The customer will need to meet the requirements explained in the electrical line



extension section of the City's policy, and the City of Albemarle Resolution concerning Extension of Water and Sewerage System of the City.

10. **Bulk Water Purchases**

a) **Hydrant Tap Requirements**

- (1) Application for service is completed in the Public Utilities Department.
- (2) The Customer can receive any amount of water from an available Fire Hydrant on a City street. The City will take a reading at installation and at removal so that the usage is billed to the customer.
- (3) Hydrant Tap Installation is available between the hours of 8:00 a.m. to 2:30 p.m., Monday through Friday.
- (4) Approximately 300-feet of hose may be provided to transport the water to the customer's location (depending upon availability). Hose shall not be installed across any major highway or street. Customer is responsible for draining rolling up hose and returning it to the pick-up point.
- (5) Hydrant taps will be removed during freezing weather, the Customer is responsible to protect the equipment from freezing.
- (6) Hydrant Taps are removed from service on Fridays before 2:30 p.m., and are not allowed to be kept over the weekend without prior authorization from the Director of Public Utilities.
- (7) Cost
 - (a) See Fee Schedule
 - (i) Includes a fee for the installation and removal of water meter



- (ii) Includes a fee for up to 3,000 cubic feet of water, or approximately 22,440 gallons of water. (Note: There are approximately 7.48 cubic feet in a gallon)
- (iii) Customer will be mailed an additional Invoice billing for any usage over 3,000 cubic feet of water

b) Bulk Water Purchases

- (1) COST: See Fee Schedule
- (2) BULK WATER TICKETS ARE AVAILABLE FOR PURCHASE FROM THE COLLECTIONS OFFICE IN ANY INCREMENT
- (3) These tickets allow the customer to receive 800 cubic feet of water or approximately 5,800 gallon per load.
- (4) The Customer receives the water from the Water Treatment Plant (WTP) on Highway 52 North, and must provide his own means of transporting the water. Hours 7:00 a.m. – 3:00 p.m. Monday through Friday.
- (5) The Customer must present the "Original Paid" Bulk Water Ticket(s) to the Operator on duty at the WTP in order to receive water. Water may be transported in any increment until the 800 cubic feet or approximately 5,800 gallons per load has been received.

c) Bulk Water from the City Service Center, Located at 704 Arlington Avenue from 7:30 a.m. to 2:30 p.m.

- (1) COST: Consumption will be recorded and calculated, and an Invoice for the "Actual Cost" will be mailed to the Customer in accordance with the Current Fee Schedule



11. Septic Tank Waste Discharge Permits:

12. COST: See Fee Schedule

- (a) Amount not to exceed 1,000 gallons
- (b) Dumping Location: Wastewater Treatment Plant (WWTP), Coble Avenue, Extension. Customer must present "Original Paid" Septic Tank Waste Discharge Permit Ticket(s) to WWTP Operator on duty in order to dispose of waste. Hours 7:00 a.m. – 3:00 p.m. Monday through Friday.



C. PRIOR DEBT

1. The City shall not furnish service to an applicant who is indebted to the City for service previously furnished, or to the applicant or any other member of the applicant's household, until all indebtedness has been satisfied.

D. CUSTOMER DEPOSITS

1. A service security deposit will be collected before any service is connected when the City's employees determine that a deposit may be needed to assure payment of the customer bill.
2. **Determining the Deposit:** In determining the need for a security deposit, and in fixing the amount of the deposit, City employees will give careful consideration to these factors:
 - a) Customer's ownership of the premises to be served.
 - b) Type of service requested.
 - c) Risk involved in a new business enterprise.
 - d) Reputation of the involved premises.
 - e) Overall credit rating of the customer.
 - f) Utility credit rating of the customer with the City or another electric utility.
 - g) History of connects, disconnects and reconnects at the involved premises or for the involved customer (for residential customers, a 12-month history of service with the City utility; for commercial customers, a 24-month history).
 - h) Failure to supply a social security number or federal tax ID number.
 - i) Any other factor, which bears on the customer's financial responsibility.



3. **Two Month Standard:** A deposit may be required in an amount up to two-month's average utility service, as determined by the City, in the event of an outstanding balance.
4. **Residential Customer Deposit Alternatives:** Any person who must pay a deposit for residential utility service may:
 - a) Pay an initial cash deposit (See Fee Schedule)
 - b) Supply a Letter of Credit demonstrating good credit with another electric utility
 - c) Supply the City a Certificate of Deposit or Irrevocable Bank Letter of Credit
 - d) Cosigner – **only for residents of the City of Albemarle***
*COSIGNER - A person who agrees to be liable for another person's debt, or for the performance of another's duty, liability, or obligation.
5. **Non-Residential Customer Deposit Alternatives:** Any person who must pay a deposit for non-residential utility service may:
 - a) Pay an initial cash deposit (the standard is up to two months average bill.
 - b) Provide a Letter of Credit with the account in the name of the owner of a sole proprietorship. The letter of credit must be from another electric utility showing good credit.
6. **Deposits for Short-Term Service:** Any person requesting services to either clean or show a residence for rent or sale may be required to satisfy a deposit as stated in the above paragraph.
7. **Purchase a jointly owned Certificate of Deposit for the amount of the deposit, held by the City, with interest paid by a local financial institution directly to the customer.** Future Deposits: **Any customer in “not good”* credit standing will be required to pay a deposit, or on an additional deposit in the amount of \$150.00 or two months average charge, whichever is greater.**
* “not good” credit shall be defined as involuntary service disconnection for non-payment, meter tampering, cut seal, returned check or other actions affecting the customers credit score.



8. **NOTE TO ALL CUSTOMERS:** *Contact with a City Customer Service employee prior to disconnection is always more favorable than making arrangements after service is involuntarily interrupted. Payment options may be available prior to disconnection, which will save the customer from additional higher deposit amounts and additional fees.*

E. REFUNDING OF DEPOSITS

1. **Refund:** A deposit will be refunded automatically when service is voluntarily discontinued. All outstanding amounts on the final bill will be deducted from the deposit amount. The deposit will not be refunded if the customer has another account with a past due balance. The remaining credit on the account will be transferred to another account with a balance.
2. **Residential:** The City automatically returns the customer's deposit, to the account, when that customer exhibits good credit.
3. **Commercial:** The City will review the Commercial account after one year. If the new average deposit is less than the deposit paid, the City will refund the difference toward the account.

F. DEFINITION OF GOOD CREDIT

1. Good credit can be defined as no delinquencies, no bad checks and no disconnections in the most recent 12-month period for residential customers and a 24-month period for commercial customers.

G. UTILITY RATES

1. The City offers several Utility Rate Schedules for service. Please see the Rate Schedule list to find the best rate for a class of service.
2. The City's utility rates are set by City Council and are designed to be fair, reasonable, just, uniform and non-discriminatory. Setting rates locally offers rate regulation that is responsive to the customers of the system.
3. It is the customer's responsibility to notify the City of which Utility Rate schedule they intend to be billed on. The City will assume that the customer will be placed on a standard schedule until notification from the customer.



4. New and potential business customers are encouraged to provide the Utility with the load characteristics of their facility. The City may require special conditions and contracts for utility service based upon necessary investment in City related capital projects.
5. **Competitive Rates:** The City's goal is to provide the best possible utility service to all customers at a rate, which is competitive with other utility providers.
6. Complete rate schedules are available to customers upon request.
7. Customers are required to follow the Sewer Use Ordinance if the wastewater exceeds the parameters set in the referenced Ordinance. Customers will be billed in accordance with the Current Rate Schedule.

H. TAXES

1. Billings of the City will include all applicable taxes, listed as a separate line item on the bill.

I. BILLING INFORMATION FOR A TYPICAL UTILITY CUSTOMER

1. Bills are mailed out typically within two working days after meter reading date.
2. A bill is past due if not paid by 5 p.m. on the 20th day after billing date.
3. A second notice will be mailed to customers with unpaid bills as soon as possible after the 20th day.
4. Service is scheduled to be discontinued if payment is not received by 10 a.m. on the 30th-day after billing date. A reconnect fee will be charged to any customer whose bill is unpaid at 10 a.m. on the 30th day after billing date. The reconnect fee and all utility charges must be paid in cash before service is reconnected.
5. A fee will be charged to all customers who request service to be reconnected after 4:30 p.m. or on weekends or holidays. No service will be reconnected between the hours of 9 p.m. and 8 a.m.



6. A charge, as outlined in the Metering Tampering Section of the policy, will be charged to any customer who reconnects his own meter.
7. Customers who think a bill is in error or otherwise have reason to protest termination of utility service may contact the Customer Service Coordinator for an informal hearing at City Hall between 8:00 a.m. and 5:00 p.m., Monday through Friday or telephone (704) 984-9616.

J. BILLING ADJUSTMENTS

1. If the City has inadvertently overcharged or under-billed a customer for utility service, the City will promptly notify the customer and set up a payment process.
2. Should the mistake result in the account being overcharged, the City will refund the excess amount to the customer or credit the customer's account with that amount. If the time frame of the mistake can be determined, the utility should credit the account for that entire interval, up to a maximum of three years. If the time frame of the problem cannot be determined, the utility should refund the excess amount charged during the previous 12-months. If the exact amount of excess charge cannot be determined, the utility should estimate the amount due. If an overcharged customer owes a past due balance to the City, the utility may deduct the past due amount from any refund or credit due the customer.
3. If the utility has inadvertently undercharged a customer for utility service, the City should collect the amount due in installments over the same amount of time as the mistake. If the amount of time or usage cannot be determined, the City will estimate the amount due. In most instances, the City will limit its collection period to the 12-months before the mistake was discovered.
4. If an undercharge has occurred because of meter tampering, the City can ask for the overdue amount in a lump sum.
5. If an overcharged customer owes the City on another account, the City will apply the credit to that past due account.



K. WATER / SANITARY SEWER BILL ADJUSTMENT

1. A water bill adjustment can be provided to the customer for half-the-amount above an average bill provided the following criteria is met:
 - a) That the leak shall be out-of-sight.
 - b) That a reasonable and prudent person could not have detected the leak. A commode leak would, therefore, not be adjusted.
 - c) That the problem has been corrected.
 - d) That evidence of the repairs such as plumbing bills and a signed statement as to what was done be submitted.
 - e) That the materials used in the repair must be of the type approved by the North Carolina Building Code Council and that only one adjustment will be granted per location unless the entire line is replaced.
 - f) The adjustment shall be for only one month, regardless of the length of the time the leak occurred.
 - g) That an adjustment be made only to individual residential utility accounts, and not to duplexes, multi-family, commercial and industrial accounts.
 - h) The sanitary sewer adjustment is the same as the water adjustment criteria except that the adjustment is for the full amount above the average bill.
 - i) That the minimum amount eligible for adjustment is \$25.00.
 - j) That the bill adjustment be approved by the Customer Service Coordinator and/or the Director of Public Utilities.



L. DROP BOX FOR PAYING AFTER HOURS

1. For customer convenience, a drop box is located next to the Drive-In Window at City Hall. A check and billing stub may be deposited in the box mounted on the wall at City Hall. For added security, please do not deposit cash in the after hours depository.
2. Payments put in the box after 5 p.m. will be considered next-day payments.

M. EXTENSION OF TIME FOR PAYMENT OF BILLS

1. **Customer Request:** All extension requests must be made by the person (or their authorized legal representative) in whose name the account is opened.
2. **Maximum:** The length on any one extension is not to exceed 10-days.
3. **Limit:** No more than four (4) Extensions may be given within any 12-months.
4. **Agreement:** If payment is not made by the specified time, service will be disconnected without further notice.

N. THE CITY'S RESPONSE TO RETURNED CHECKS

1. The City will only accept cash, certified check or money order from any customer having two insufficient funds (bad) checks within any one-year period.
 - a) Upon receipt of the first returned check, the customer will be informed of and given a copy of the written policy.
 - b) Upon receipt of the second returned check, the customer will be advised that all bills must be paid in cash for the next twelve (12) months and will be given another copy of the written policy.
 - c) Cash payment, certified checks or money orders only will be accepted for the next year.



- d) After the one-year period ends, if another insufficient funds check is received, all future bills must be paid in cash.
- 2. No returned check will be held more than 48-hours from the time it is received by the City.
- 3. Notice to the customer of a returned check will be made by telephone if possible. If not possible, a sealed door hanger or written memo will be released on the day the check is received.
- 4. As allowed by the State of North Carolina, a charge is added to the customer's bill because of each returned check.
- 5. The customer's account will be charged for returned checks and will be subject to regular collection policies for delinquent accounts.
- 6. All returned checks and receipt of cash, certified check or money order for payment will be recorded on the City's books.



III. SERVICE OPTIONS

A. OPTIONS IN SERVICE

1. **After Hours Service:** For the customer's convenience, weekday, after-hours service and weekend service can be scheduled at an actual cost.
2. **Twenty-Four Hour Emergency Service:** Employees of the City are on 24-hour call for emergency service Please call (704) 984-9605 during normal business hours and (704) 984-9679 after hours.
3. **After Outage Callbacks:** If the customer calls the City to report a service outage at their home or business, an employee will call back and confirm restoration. Just leave a number when reporting the outage.

B. EQUAL PAYMENT PLAN

1. The purpose of this plan is to spread the cost of utility service as evenly as possible on a monthly basis over an annual period and to assist customers with home budgeting. Billing under this plan will not result in any greater or lesser payments to the City than would be the case with customary monthly billings. The customer must have an account at this account location for at least one-year prior to application.
2. **To Qualify for the Equal Payment Plan:** A customer who is a good credit customer may elect to use the Equal Payment Plan. Accounts should be paid in full prior to beginning the Equal Payment Plan.
 - a) **Late Payments:** If a customer is late paying his monthly bill, he may be removed from the Equal Payment Plan.
3. The City reserves the right to request a payment adjustment conference with the customer between anniversary dates if it appears that the amount billed and the amount paid will vary by a substantial amount.



C. BANK DRAFT

The City provides a convenient program to allow for a customer's utility bill to be drafted from his/her checking account. At the customer's option, the City will draft his/her checking account each month for the amount of their bill. The draft will occur twenty days after the billing date. The customer will still receive a copy of their bill for review. The draft does not forgo the customer's right to contest a bill or to have a correction for a billing error. The correction would be made in the form of a credit or a charge on the account. If the draft is returned for any reason, the same remedies apply the City that it has under the returned check policy.

D. DRAFT CANCELLATION PROCEDURES

In order to stop a bank draft, the customer must give the City a minimum ten (10) days notice prior to the due date. If proper notice is not given, the current bill will be drafted and the draft will be terminated before the next bill is due.

E. MEDICAL ALERT PROGRAM

1. The customer has the responsibility of notifying the City if there is someone in their household who is either:
 - a) Chronically or seriously ill, or
 - b) On a life support system (heart/lung, respirator, etc.)
2. The customer must provide a letter or certification from a doctor or hospital advising of the above condition. These letters will be reviewed and brought up-to-date each year by a designated employee in the Utility.
3. The customer has the responsibility to carefully handle his account so that service will not be interrupted for failure to pay. With the medical alert designation, the City will make every effort to make personal contact with the customer before service is terminated.
4. The City will exercise all diligence in keeping the power flowing to a life support patient. However, due to conditions beyond the control of the City and its employees (storm damage, loss of generation, etc.), electric power cannot be guaranteed 100-percent of the time. Each customer listed with the Medical Alert



Program should have a back-up plan for movement of the life support patient if the City is unable to restore power in a length of time that is acceptable.

IV. DISCONTINUING SERVICE

A. TRANSFER OF SERVICE

1. Customers may transfer service from one location to another as long as any current bills are not past due. The remaining amount owed and any fees will be due 30-days from transfer date. Failure to pay 30-days after transfer date, will result in disconnection of service at the new account location.
2. Previous deposits will be applied to any amount past due, and a new deposit may be required to set up the new account.

B. CLOSING A UTILITY ACCOUNT

1. After an account has been closed by either customer request or demand of the City, all funds (including deposits, refunds, load management, and overcharge credits) will be used against amounts owed the City on the closed account first. Remaining funds will then be used against any amounts owed on any other accounts the customer may have with the City. When those accounts have been cleared, a check for the remaining money will be issued to the customer for any net credit.

2. FORCED CLOSING OF A UTILITY ACCOUNT

- a) As soon as possible after termination of utility service, the account will be closed. All fees and credits are then added to the balance and a "final" bill will be issued to the customer. Any balance owed to the City will remain in active suspense until the balance is paid.
- b) All legal means of collection for an account in arrears will be taken whether the account is in "closed" status or not.

3. TERMINATION OF SERVICE



- a) **Requesting Discontinuance of Service:** Any customer requesting discontinuance of service will inform the City's employee of the location, date service is to be disconnected and the forwarding mailing address for the final bill.
- b) **Disconnection Scheduling:** Disconnection from the City's utility system will be performed the same day if the request is received prior to 4:30 pm. A request received after 4:30 p.m. will be fulfilled the next working day.
- c) **Final Bill:** A customer's final bill will be mailed in a timely manner to encourage collection and customer understanding.

4. **CUSTOMER'S RIGHTS PRIOR TO DISCONTINUANCE OF SERVICE**

- a) **Reasonable Opportunity:** The City will discontinue utility service to customers for non-payment only after giving the customer a reasonable opportunity to question the accuracy of the bill. Reasonable opportunity is defined as the period of time from the issuance of the bill until the date of potential disconnection.
- b) **Disputed Bill:** If a customer disputes the accuracy of his bill, he has the right to a hearing at which he may be represented in person or by another person of his choosing who may present, orally or in writing, his complaint and contentions.
- c) **Exceptions:** Under special circumstances, the City may choose not to interrupt service during extreme weather or when the meter serves an elderly or handicapped person about whom the City has prior written knowledge.
- d) **No Disconnection:** Disconnections for non-payment will not be made after 5:00 p.m., prior to holidays and/or on weekends.
- e) **Hearings:** The City will discontinue utility service for non-payment of bill only after notice has been given and



the customer has had the opportunity to be heard on disputed bills.

- f) Any customer desiring a hearing may contact the Customer Service Coordinator or his designee at the City Hall, or telephone (704) 984-9616. Hearings may be scheduled between 8:00 a.m. and 5:00 p.m., Monday through Friday. This person has the authority to settle the issue and reconnect any disconnected account while the matter is investigated.
- g) The customer may be represented in person and/or by counsel or other person of his choosing at this meeting. The complaint may be presented orally or in writing. The customer will be notified in a timely manner of the results of any investigation regarding a hearing and of any resulting determination regarding adjustment or cut-off. All grievances must be heard and addressed by the hearing officer prior to an item appearing before the City Council.

5. CUSTOMER'S RIGHTS REGARDING DISCONNECTION

- a) If a customer disputes the accuracy of a bill, that customer has a right to a hearing as previously detailed.
- b) Customers are entitled to receive a second notice on an overdue utility bill. This notice will come in the form of a mailed written letter. This notice must be given 5-calendar days prior to cut-off.

6. INVOLUNTARY DISCONTINUANCE OF SERVICE

- a) Normal involuntary disconnection procedures will be waived the first time a good credit customer appears on the disconnect list. The customer will be notified of the one-time waiver.
- b) The City may discontinue utility service for any one of the following reasons:
 - (1) Failure of the customer to pay bills for utility service as required in the Billing Information Section of this policy.



- (2) Failure of the customer to pay deposits as required or to increase deposits as required in the Customer Deposits Section of this policy.
 - (3) Upon discovery of meter tampering including by-passing the meter or altering its function.
 - (4) Failure of the customer to permit City employees access to their meters at all reasonable hours. Locked gates, loose dogs, parking cars over meters, etc. are violations of City policy.
 - (5) Use of power for unlawful reasons.
 - (6) Discovery of a condition which is determined to be hazardous or unsafe.
- c) A notice for termination must include a clear explanation of the reasons for the termination, a statement that cut-off is imminent and the date it will occur, a statement advising the customer of the availability of an administrative hearing and a right to contest the bill and the termination, and the name, position, title, address, phone number, and office hours of the person or persons to contact regarding the payment, the hearing and the dispute.
- d) Federal laws regarding bankruptcy require that the City not alter, refuse or disconnect service based solely on the basis of the beginning of bankruptcy proceedings or on the customer's failure to pay for bankruptcy service, when a petition for bankruptcy has been filed. However, a utility may terminate a bankrupt debtor's service if it is not provided assurance of payment (a deposit or other security) for future services within 20-days after the date of the order for relief. If the debtor gives adequate assurance of future payment for services, the utility may not terminate the debtor's utility service for pre-petition debts.



- e) The City will take extra measures to insure that handicapped, elderly or seriously ill customers receive their bills, have them explained to them, and are notified of any problems with payment.

7. DISCONNECTION DURING EXTREME WEATHER

- a) The City will not exercise its right to disconnect service for non-payment of any bill when the safety and well-being of a customer may be at stake. For that reason, disconnections for non-payment may not be conducted on any extremely cold winter day or extremely hot summer day. The City temperature guidelines for this policy are below 32-degrees Fahrenheit or above 100-degrees Fahrenheit.
- b) If a customer's bill remains unpaid on the next business day, the disconnection for non-payment may then occur. This delay in disconnection for non-payment will not preclude the City from disconnection at a future date and does not change the customer's liability for payment of all bills and fees.
- c) The customer is encouraged to contact the City in advance of disconnection to make payment arrangements, especially where winter day hardships can occur.

C. RE-CONNECTION

- 1. When it becomes necessary for the City to discontinue service for any of the reasons listed above, service will be restored after payment of the following:
 - a) All past due bills due the City including additional fees and charges required by this policy
 - b) Any deposit as required
 - c) Any material and labor cost incurred by the City
- 2. After-hours re-connection may be available if the customer pays in cash at the Police Department.



V. CONSTRUCTION AND METERING GUIDELINES

A. MINIMUM WIRING AND PLUMBING REQUIREMENTS

1. The customer must meet all Federal, State, and Local requirements for wiring (National Electric Safety Code), Plumbing (N.C. Department of Environment, Health and Natural Resources), other codes and safety standards, prior to connection to the City's utility system. An inspection certificate will be required before service is begun.
2. Temporary service on a premise may be available provided the service is for a fixed time period and approved by the Director of Public Utilities and the appropriate office of inspections.

B. THREE-PHASE SERVICE

1. Three-phase service (at standard City voltages) may be extended to establishments, provided that revenues from the load are sufficient to justify the additional investment. Otherwise, a contribution in aid of construction may be required to cover the costs anticipated to be unrecoverable. Three-phase service requiring the construction of additional transmission or distribution facilities may be extended when it is economically feasible to the City.
2. Applicants for three-phase service may need to execute a written contract before the service will be extended.
3. When three-phase service is provided to any customer, the customer must be responsible for protecting his equipment from loss of phase (single-phasing) or phase unbalance.

C. LOCATE METER LOCATION (Modular/Mobile Home)

1. The customer will meet with a representative of the City to spot a potential location for their meter. The meter must be outside the building, accessible to the City's employees. The meter pole or pedestal is set at the customer's expense in the location approved by the City.

D. METERING

1. Meters which measure utility service are highly accurate instruments of measurement with expected life span that exceed 40-years. In very few circumstances are these meters measuring incorrectly. City utility employees would prefer to assist each customer in determining extraordinary usage, but will test any meter upon request. A customer requesting a meter test should contact the City Utility Office.
2. An electric meter or water meter will be tested free of charge, once in a 12-month period at the request of the customer. If testing is requested more frequently than once in 12-months, the City will require the customer to pay a charge based on the cost charged to the City. If the meter test shows the meter to be inaccurate (plus or minus 2-percent), adjustments may be made.
3. **Master Metering:** All residential electrical services in the City must be individually metered. Meter locations at duplexes and apartments should be ganged into one central location. To the extent determined appropriate, master metering of electric service is prohibited or restricted under the provisions of the federal Public Utilities Regulatory Policies Act of 1978. All water service into an apartment, condominium, or shopping complex will be master metered or individual meters installed at the public right-of-way.
4. A three-foot working area is required around all electric meter bases
5. Electric meter bases are to be located 5-1/2 feet from ground level, or 5-1/2 feet from the surface of a deck, porch, loading dock, etc.
6. Electric meter bases attached to existing structures, which structures are being modified and do not meet City requirements, will be moved at the customer's expense.
7. No meters will be located behind locked doors or under decks, porches, docks, or any other inaccessible location.
8. Ganged or remote meter locations which utilize current transformers in meter the customer shall provide an accessible external disconnect switch which is lockable



E. METER READING

1. The City's meters will be read by City employees, according to the City's schedule. Reading dates will vary slightly from month-to-month due to weekends, holidays, weather conditions, and other factors. Monthly billing periods will be assumed to be 30-days, but may range from 25 to 36-days.
2. If meter reading corrections are necessary, the City will promptly make them, and a new bill will be rendered. A credit due to a customer from a meter reading error will be posted to the customer's account or a check may be written to the customer if requested.

F. LINE EXTENSIONS

1. The City strives to design, install, operate, and maintain the electric distribution system in compliance with good engineering and operating practices which are economically feasible to the City. Line extensions to a home are made safely and quickly.
2. If the City's preferred method of service is not acceptable, the customer may pay a non-refundable contribution for the extra cost of providing and maintaining service by an acceptable alternate method over and above the cost of the City's initial preferred method.
3. In any case, the customers preferred method will need to meet the qualifications of good engineering and operating practices.

G. OVERHEAD LINE EXTENSION

1. Application for electric service will be classified into one of the following defined classifications, and overhead service will be extended accordingly:
 - a) Permanent Establishments
 - (1) Permanent/Non-Seasonal Residences
 - (a) This classification includes permanent non-seasonal residences, including mobile homes, apartments, and condominiums that



are of a permanent nature and which require electric service on a regular basis.

- (b) Single-phase electric service facilities will be extended to establishments of this classification to any premises within the service area of the City upon request of the owner or occupant. No contribution in aid of construction will be required if the City's standards for extending service are met.

(2) Modular/Mobile Homes

- (a) Modular homes will be considered a permanent residence, and service will be extended provided that:
 - (i) The modular home is on a permanent foundation with the wheels and axles removed; and
 - (ii) The applicant for service can provide evidence of ownership of the property on which modular/mobile home is located; and
 - (iii) The applicant for service can provide evidence of ownership of home; and
 - (iv) The home is to be used as a permanent dwelling by the applicant for service rather than a weekend or summer cottage type dwelling; or
 - (v) The home is located in a mobile home park served with permanent water and sewer facilities and approved by the zoning authority in which it is located.

(3) Permanent Establishments Other than Residences

- (a) This classification includes schools, public buildings, churches, commercial and



industrial establishments, controlled environment livestock and poultry housing, or any other establishment determined by the City to be of a permanent nature, requiring electric service on a continuous basis.

- (b) Single-phase electric facilities will be extended to establishments of this classification in any premises within the service area of the City upon request by the owner or occupant. Contribution in aid of construction will be required if the City's standards or policy for extending service are met.

2. Temporary Service

a) Temporary Construction Service

- (1) Temporary single-phase service, 120/240 volts, may be furnished for construction purposes relating to establishing permanent service in accordance with the following:
 - (a) The customer requesting temporary service must provide a suitable pole and approved meter loop installed at an agreed upon location.
 - (b) Temporary service must be located at a location convenient to existing facilities or the cost to install and remove facilities may be charged.
 - (c) Payment of a temporary service fee must be paid first.
 - (d) A contract for permanent service must be completed prior to the City providing temporary service.



b) Other Transient Temporary Service

- (1) Temporary service will be furnished for service of short duration or transient nature (Fairs, Carnivals, special events) in accordance with the existing rate schedules of the City, except that the customer needs to pay in advance the total estimated cost of installation and removal of the service facilities, less salvage value of the material used or the temporary construction cost, whichever is greater. An advance deposit of the full amount of the estimated bill for service may be needed.

VI. ELECTRICAL EQUIPMENT

A. POWER QUALITY ENHANCEMENTS

1. **Uninterruptible Power Supply Systems:** Customers with personal computers may want to prevent data loss caused by momentary interruptions of power.
2. **Surge Protection Systems:** Customers may want to prevent expensive damage to sensitive equipment caused by lightning, storms, and other power surges.
3. **Power Conditioning:** Businesses can benefit from clean power ideas. Dirty power is electricity which fluctuates, spikes and surges because of the normal operation of computers and machinery inside a business.

B. SERVICE INTERRUPTIONS

1. The City will make all reasonable efforts to provide continuous and uninterrupted utility service, but cannot be liable for loss or damage (direct or consequential) caused by any failure to supply utilities or by an interruption, if it is due to any cause beyond the reasonable control of the City.
2. If the customer notifies the City of an outage condition, the City's employees will promptly begin to restore the utility service.
3. The City will make every attempt to notify customers prior to a planned outage.
4. Prolonged service interruptions due to maintenance and construction may sometime be necessary. In some instances, where safety is a concern, the customer may be required to show proof that the premises are safe.

C. PROPERTY OWNED BY THE CITY

1. For the safety of the employees who work on the electric poles, no customer, citizen, person or organization will install or attach any wire, sign, light, basketball goal, or other material to any City-owned pole without signing a City pole attachment agreement.



D. THE CITY'S RESPONSE TO METER TAMPERING

Tampering with a meter or bypassing a meter is the same as stealing. The aggressive enforcement of this policy is required by the large majority of good paying customers who would be financially burdened with paying for the stolen services. The City will call for the prosecution of cases of meter tampering, electric or water theft and fraud to the fullest extent of the law.

1. A service charge representing the City's cost for the investigation and processing of a meter tampering case will be billed to the customer who benefited from the tampering.
2. Any customer may contest these additional service charges by calling upon the Customer Service Coordinator for a hearing. A hearing will be scheduled before the Customer Service Coordinator at any time between the hours of 8:30 a.m. and 4:30 p.m. on Monday through Friday except on holidays.
3. Tampering with water and electric meters is prohibited by North Carolina General Statutes 14-159-1, and North Carolina General Statutes 14-151.1:
 - a) "It shall be unlawful for any unauthorized person to alter, tamper with or bypass a meter which has been installed for the purpose of measuring the use of electricity, gas or water or knowingly to use electricity, gas or water passing through any such tampering meter or use electricity, gas or water bypassing a meter provided by an electric, gas or water supplier for the purpose of measuring and registering the quantity of electricity, gas or water consumed.
 - b) Any meter or service entrance facility found to have been altered, tampered with, or bypassed in a manner that would cause such meter to inaccurately measure and register the electricity, gas or water consumed or which would cause the electricity, gas or water to be diverted from the recording apparatus of the meter shall be the prima facie evidence of intent to violate and of the violation of this section by the person in whose name such meter is installed, or the person or persons so using or



receiving the benefits of such un-metered, unregistered or diverted electricity, gas or water. It is unlawful for any unauthorized person to alter, bypass, interfere with, or cut off any load management device, equipment, or system which has been installed by the electricity supplier for the purpose of limiting the use of electricity at peak-load periods, provided; however, if there has been a written request to remove the load management device, equipment or system to the electric supplier and the electric supplier has not removed the device within two working days, there shall be no violation of this section."



VII. CREDIT SCORES/RATINGS

	<u>SCORE</u>	<u>DURATION (Days)</u>
a. Late Penalty	1	365
b. Final Notice	1	365
c. Extension	1	365
d. Door Hangar	2	365
e. Disconnect	15	365
f. Meter Tampering	15	730
g. Cut Seal	15	730
h. Returned Check	20	365
i. Charge Off	20	1000
j. Credit Returned Check	-20	
k. Credit Disconnect	-15	

<u>RATING</u>	<u>SCORE</u>	<u>ACTION</u>
100	Excellent	
80	Good	Warning on Bill
60	Not Good	Additional Deposit
40	Poor	



VIII. FEE SCHEDULE

Residential Deposits

Residential Deposit for Electric Only. .	\$ 150.00
Deposit for Water and Sewer Customers. . .	\$ 50.00
Deposit for Sewer Customers Only. . .	\$ 25.00
Deposit for Water Customers Only	\$ 25.00

Commercial Deposits

Minimum of \$300.00 or two times the monthly average bill for this location, whichever is greater for water, sewer, and electric.

Fees

Late Fee (due if utility bill not paid by the 21 st day)	\$ 7.50
Return Check Charge	\$ 25.00
Metering Tampering Investigation Charge.	\$150.00
Cut Seal Charge	\$ 25.00

Stolen Meter – Actual cost of the meter at the time stolen, which will be determined by the size, with or without remote reading device.

Re-connection After Disconnection for Non-Payment

- a. 8:30 a.m. to 5:00 p.m. Working Business Days. \$ 50.00
- b. 5:00 p.m. to 9:00 p.m. on weekdays . . \$ 75.00
- c. 8:30 a.m. to 5:00 p.m. on Non-Business Days and Holidays.

After hours payments are made at the Police Department. **CASH ONLY**



Meter Test Charge (after first free test)

- a. Single Phase/residential
water meter 2" or less. \$ 25.00
- b. Three-Phase \$ 50.00
- c. Large water meters over 2". **ACTUAL COST**

Temporary Construction Service Charge. \$ 50.00

Bulk Water Purchases

- a. Hydrant Tap (Up to 3,000 cf) \$50.00
- b. Bulk Water (Up to 800 cf) \$ 15.00
(Water Treatment Plant, Hwy 52 North)**
- c. Bulk Water (City Service Center). . . . **ACTUAL COST**

Septic Tank Waste Discharge Permit \$15.00

** Buy from Collection Window – Take white slip to Wastewater Treatment Plant on Coble Ave.

Removal of Sanitary Sewer Tap / Water Meter \$500.00

Upgrading Water / Sanitary Sewer Tap **SEE NOTE**

*Note:

- a. If a customer request to upgrade the tap size before the tap has been installed, the customer shall pay the price difference of the tap size.
- b. If a customer request to upgrade to the existing tap size, the customer shall pay the full price of the requesting tap size.



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